



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 14, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 DECEMBER 14, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**COOPERATIVE AGREEMENT BETWEEN LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT AND CRESCENTA VALLEY WATER DISTRICT
PICKENS CANYON
UNINCORPORATED AREA OF LA CRESCENTA
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to authorize the Los Angeles County Flood Control District to enter into a cooperative agreement with the Crescenta Valley Water District to share the costs of the construction of and associated mitigation for a culvert under the Crescenta Valley Water District's access road located above Canyonside Road in La Crescenta. The purpose of the project is to protect area residents from debris flows in the aftermath of the 2009 Station Fire.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

Approve and authorize the Chief Engineer or her designee to execute the cooperative agreement between Los Angeles County Flood Control District and the Crescenta Valley Water District for the installation of a culvert under an access road maintained by the Crescenta Valley Water District and the implementation of mitigation and monitoring required by the project's permit from the California Regional Water Quality Control Board. The purpose of the culvert is to protect residential properties from debris flows in the aftermath of the 2009 Station Fire.

Under this cooperative agreement, the Crescenta Valley Water District will pay the Los Angeles

County Flood Control District half of the estimated \$200,000 construction cost (\$100,000) and half of the estimated \$73,000 cost of the mitigation and monitoring (\$36,500), for a total payment of \$136,500.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to share the costs of installing a culvert under an access road maintained by the Crescenta Valley Water District (CVWD). During the 2009-10 storm season, mudflow and large boulders from the watershed burned by the 2009 Station Fire traveled down an access road maintained by CVWD and continued down Canyonside Road. Canyonside Road is a public residential street in the Los Angeles County unincorporated area of La Crescenta (Briggs Terrace). Boulders, mud, and water threatened residential properties along Canyonside Road. The inlet structure at the end of Canyonside Road was also damaged, and excessive erosion at that location was seen. The potential for continued adverse impacts will remain during the next four or more years until the burned watershed recovers. The Los Angeles County Flood Control District (District) recommends installing a culvert under the CVWD's access road to direct as much flow as possible away from Canyonside Road and to the nearby Pickens Canyon watercourse. At your Board of Supervisors (Board) meeting of August 10, 2010, your Board authorized the District to install the culvert at an estimated cost of \$200,000 and utilize emergency contracting procedures, with the understanding that the CVWD would share half of the construction costs. In October 2010, the California Regional Water Quality Control Board (CRWQCB) issued a 401 Water Quality Certification that requires compensatory mitigation in the form of exotic weed removal from 0.48 acres on the Pickens Canyon Watershed, the preparation of a mitigation and monitoring plan, and five years of monitoring of the mitigation area(s). The cost of the mitigation and monitoring is estimated at \$73,000.

The District proposes to enter into a cooperative agreement with the CVWD substantially similar in form and content to the draft enclosed cooperative agreement. Under the cooperative agreement, the District will prepare the design plans and specifications, perform the culvert construction, maintain the culvert for the next four years of recovery of the burned watershed, and perform the mitigation and monitoring. CVWD will share half of the construction cost of the culvert, estimated at \$200,000; half of the mitigation and monitoring cost, estimated at \$73,000; and work with the District to locate as much of the mitigation area as possible on CVWD rights of way. The culvert will remain in place after the initial four-year maintenance period, at which time CVWD will take over the maintenance responsibilities of the culvert. The period of mitigation and monitoring is five years from the initiation of the mitigation, after which time CVWD will take over the maintenance responsibilities of any mitigation areas within its rights of way.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Community and Municipal Services (Goal 3), and Public Safety (Goal 5). The agreement will allow the District to cost-effectively protect the health, safety, and property of District residents in the La Crescenta area in the aftermath of the 2009 Station Fire.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction cost of the project is \$200,000. Your Board authorized funds from the Fiscal Year 2010-11 Flood Control District Budget for this project at its August 10, 2010, Board meeting. The estimated cost of the compensatory mitigation and monitoring is \$73,000. Funds for this amount are available in the 2010-11 Flood Control District Budget. The cooperative agreement will provide for the CVWD to finance half of the estimated \$200,000 construction cost (\$100,000) and half of the \$73,000 mitigation and monitoring cost (\$36,500), for a total amount of \$136,500.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District has an ongoing interest in protecting the health, safety, and property of District residents in the aftermath of fires that occur in the District. The District has determined that installation of the culvert will enhance this effort and is consistent with historical drainage patterns in the Canyonside Road area.

The culvert will be located entirely within the boundaries of the CVWD. The CVWD has determined that installation of the culvert will enhance its ability to provide water to La Crescenta residents during and after the burned watershed recovery period.

The cooperative agreement will be in the form previously reviewed and approved by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Your Board determined at its August 10, 2010, and November 3, 2010, Board meetings that the culvert project and implementation of the compensatory mitigation and monitoring are exempt from the California Environmental Quality Act (CEQA). A Notice of Exemption for the culvert installation and its maintenance was filed with the County Clerk on August 19, 2010, and a Notice of Exemption for the mitigation and monitoring was filed with the County Clerk on November 4, 2010. This is a funding agreement to implement the culvert project and its compensatory mitigation requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval to enter into a cooperative agreement will ultimately enhance the protection of the health, safety, and property of District residents in the La Crescenta area from debris flows in the aftermath of the 2009 Station Fire.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

The Honorable Board of Supervisors
12/14/2010
Page 4

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:CS:vr

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

AGREEMENT

This AGREEMENT is made and entered into by and between the CRESCENTA VALLEY WATER DISTRICT, (hereinafter referred to as the CVWD), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of California (hereinafter referred to as the LACFCD):

WITNESSETH

WHEREAS, the 2009 Station Fire burned the watershed tributary to Canyonside Road, a public street located in the unincorporated County area of La Crescenta; and

WHEREAS, pursuant to Act 470 of the California Water Code – Uncodified Acts (hereinafter referred to as the Los Angeles County Flood Control Act) it is LACFCD'S mission to control flood and stormwaters for the protection of harbors, waterways, public highways, and property within the geographical boundaries of the LACFCD from damage from such waters; and

WHEREAS, pursuant to California Water Code, Section 30000, et. seq, it is CVWD'S mission to lay out, build, operate, and maintain water supply structures and provide water delivery service to the unincorporated communities of La Crescenta, Montrose, and portions of the Cities of Glendale and La Canada Flintridge, located in Los Angeles County; and

WHEREAS, CVWD owns, operates, and maintains a private access road located northerly of Canyonside Road, on certain real property located in the County of Los Angeles, designated Assessor's Parcel No. 5868-022-006 and more particularly described in Exhibit A attached hereto and incorporated by this reference (ACCESS ROAD); and

WHEREAS, LACFCD has determined that the watershed burned by the 2009 Station Fire has increased the watershed's potential runoff amount and desires to improve flood protection to properties located south of ACCESS ROAD and along Canyonside Road while the burned watershed recovers; and

WHEREAS, CVWD and LACFCD have determined that flood protection in the vicinity and the operation of ACCESS ROAD can be further improved by modifying the ACCESS ROAD to install a CULVERT and redirect runoff to its historical drainage pattern in Pickens Canyon; and

WHEREAS, CVWD acknowledges ACCESS ROAD is a private road, which does not conform to Los Angeles County's public road standards. ACCESS ROAD is not and will not become a County or LACFCD road, nor be incorporated into Highway Element of County General Plan or County Highway Plan by virtue of LACFCD'S work on ACCESS ROAD for CULVERT. Further, the CULVERT will not be a flood control facility of the LACFCD by virtue of LACFCD'S work on CULVERT in ACCESS ROAD.

WHEREAS, CVWD and LACFCD propose to construct the CULVERT under ACCESS ROAD (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is entirely within the geographical boundaries of LACFCD and CVWD; and

WHEREAS, PROJECT is of general interest to CVWD and LACFCD; and

WHEREAS, the Water Quality Certification No. 10-126 from the California Regional Water Quality Control Board, Los Angeles Region (hereinafter referred to as REGIONAL BOARD), for PROJECT, described in Exhibit B attached hereto, requires MITIGATION; and

WHEREAS, LACFCD is willing to perform and fund the PRELIMINARY engineering cost of project and administer PROJECT and MITIGATION; and

WHEREAS, CVWD acknowledges LACFCD does not need permits from CVWD for PROJECT and MITIGATION activities within CVWD'S rights of way or easements; and

WHEREAS, the CONSTRUCTION COST OF PROJECT is currently estimated to be Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and the MITIGATION COST OF PROJECT is currently estimated to be Seventy-Three Thousand and 00/100 Dollars (\$73,000.00); and

WHEREAS, CVWD is willing to pay fifty percent (50 percent) of the CONSTRUCTION COST OF PROJECT up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) and fifty percent (50 percent) of the MITIGATION COSTS OF PROJECT up to Thirty-Six Thousand Five Hundred and 00/100 Dollars (\$36,500.00); and

WHEREAS, LACFCD is willing to fund 50 percent of the CONSTRUCTION COSTS OF PROJECT and MITIGATION COSTS OF PROJECT estimated to amount to One Hundred Thirty-Six Thousand Five Hundred and 00/100 Dollars (\$136,500.00) as provided herein above.

WHEREAS, LACFCD is willing to maintain, at its sole expense, the CULVERT only for the four-year postfire recovery of the burned watershed, commencing on the completion of PROJECT and ending on April 15, 2014, after which time CVWD will take over all maintenance responsibilities for the CULVERT at its sole expense; and

WHEREAS, CVWD is willing to inspect and maintain, at its sole cost, the ACCESS ROAD both during the PROJECT and after its completion.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD and CVWD and of the premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term CULVERT, as referred to in this AGREEMENT includes metal and concrete posts, a stone or concreted stone inlet, an earthen diversion berm, a corrugated metal pipe, supports to protect existing waterlines in place, pipe anchor assemblies and coupling bands, and a stone or concreted stone outlet.
- b. The term CONSTRUCTION COST OF PROJECT, as referred to in this AGREEMENT, shall consist of payments made to third party contractors for work performed on the PROJECT, costs of the construction contract, contract administration, construction engineering and inspection, labor, equipment and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The term MITIGATION, as referred to in this AGREEMENT, shall consist of biological monitoring during construction of PROJECT, the preparation of habitat mitigation plans, implementation of habitat mitigation in the form of exotic species removal, restoration planting and irrigation as necessary in the Pickens' Canyon watershed or any other location approved by REGIONAL BOARD, preparation of and submittal to the REGIONAL BOARD of five (5) annual monitoring reports on the areas of the exotic species removal and restoration planting and all other requirements for mitigation of the impacts of this PROJECT that are required by the REGIONAL BOARD.
- d. The term MITIGATION COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of MITIGATION, including but not limited to contract administration, consultant contract(s), inspection, labor, equipment, and all other work and materials necessary to implement the activities described in Section 1(c) above.
- e. The term PRELIMINARY ENGINEERING COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of design plans and technical specifications, environmental documentation, permits, certifications, inspection, and all other necessary work to begin construction.
- f. The term PROJECT, as referred to in this AGREEMENT, shall refer to the construction project to install CULVERT in ACCESS ROAD and westerly of Pickens Canyon, including grading, installation of the elements described in

Section 1(a) above, removal and construction of asphalt concrete pavement and crushed aggregate base, tree trimming and removal, vegetation removal, waterline modification, relocation and/or protection in place, and other appurtenant or other work required for completion of CULVERT installation.

(2) CVWD AGREES:

- a. To pay LACFCD an amount up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) towards the CONSTRUCTION COST OF PROJECT, and an amount up to Thirty-Six Thousand Five Hundred and 00/100 Dollars (\$36,500.00) towards the MITIGATION COST OF PROJECT for a total maximum amount of One Hundred Thirty-Six Thousand Five Hundred and 00/100 Dollars (\$136,500.00).
- b. To pay LACFCD a lump sum amount up to One Hundred Thirty-Six Thousand Five Hundred and 00/100 Dollars (\$136,500.00) within sixty (60) calendar days of receipt of a billing invoice for CONSTRUCTION COSTS OF PROJECT and MITIGATION COSTS OF PROJECT prepared by LACFCD.
- c. To review construction plans and specifications for PROJECT and plans for MITIGATION, and provide comments, if any, to LACFCD in a timely manner, at no cost to LACFCD; to work in good faith with LACFCD to resolve any dispute arising from CVWD'S comments; and to approve said construction and MITIGATION plans once all disputes have been resolved.
- d. To work in good faith with LACFCD to locate as much of the MITIGATION area within CVWD'S rights of way and easements as is feasible.
- e. To cooperate with LACFCD in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructures and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface, underground utilities, facilities, structures, and transportation services, which interfere with the proposed PROJECT and MITIGATION. Where utilities have been installed on CVWD property, CVWD will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the PROJECT and MITIGATION. CVWD will appoint LACFCD as its attorney-in-fact to exercise all prior rights over the utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain CULVERT until April 15, 2014 and implement MITIGATION for a period of up to five years after initiation of habitat mitigation. LACFCD is not required to obtain any permit(s) from CVWD for the PROJECT or MITIGATION within CVWD'S rights of way or easement areas.
- f. To appoint LACFCD as CVWD'S attorney-in-fact for the purpose of representing CVWD in all negotiations pertaining to the advertisement of

PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT and MITIGATION.

- g. To identify, install, and maintain all necessary regulatory and advisory traffic signs and traffic controls, both during and after the construction of PROJECT.
- h. To maintain, at CVWD'S sole cost and expense, the ACCESS ROAD, including the portion over CULVERT, and all CVWD-owned waterlines in PROJECT area both during and after the construction of PROJECT.
- i. Upon April 15, 2014, or within seven (7) calendar days after completion of repair work undertaken pursuant to paragraph 4(c), to accept ownership of, and to, thereafter, operate and maintain in good condition and at CVWD'S rights of way and easements as part of MITIGATION.

(3) LACFCD AGREES:

- a. To pay one hundred percent (100 percent) of the PRELIMINARY ENGINEERING COST OF PROJECT.
- b. To pay fifty percent (50 percent) of the CONSTRUCTION COST OF PROJECT and fifty percent (50 percent) of the MITIGATION COST OF PROJECT, matching the contribution from CVWD up to its maximum payment as provided in paragraph 2(a). In the event the actual CONSTRUCTION COSTS OF PROJECT exceeds the estimated amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and/or the actual MITIGATION COSTS OF PROJECT exceeds the estimated amount of Seventy-Three Thousand and 00/100 Dollars (\$73,000.00), LACFCD will pay for such additional actual costs.
- c. To perform or cause others to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all work necessary to complete PROJECT and MITIGATION.
- d. To obtain CVWD'S approval of plans and specifications for PROJECT prior to solicitation for construction bids.
- e. To administer the CONSTRUCTION contract with 4-Con Engineering Inc. or any other consultant retained by LACFCD to do all things necessary and proper to complete CONSTRUCTION, and to act on behalf of CVWD in all negotiations pertaining thereto.
- f. To administer the MITIGATION contract with Chambers Group or any other consultant retained by LACFCD to do all things necessary and proper to

- complete MITIGATION, and to act on behalf of CVWD in all negotiations pertaining thereto.
- g. To obtain CVWD'S approval of any habitat mitigation plans for MITIGATION prior to their implementation.
 - h. To furnish CVWD copies of all MITIGATION monitoring reports submitted by LACFCD to the REGIONAL BOARD.
 - i. To furnish CVWD with an invoice for payment of its fifty percent (50 percent) share of the actual CONSTRUCTION COSTS OF PROJECT and actual MITIGATION COST OF PROJECT up to its maximum contribution amount of One Hundred Thirty-Six Thousand Five Hundred and 00/100 Dollars (\$136,500.00) as provided herein.
 - j. To inspect and maintain CULVERT at LACFCD'S sole cost and expense, until April 15, 2014.
 - k. To inspect and maintain MITIGATION areas within CVWD'S rights of way and easements at LACFCD'S sole cost and expense for five years after the initiation of improvements in the areas. To inspect and maintain MITIGATION areas outside CVWD'S rights of way and easements at LACFCD'S sole cost and expense.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if CVWD'S final payment is not delivered to the LACFCD offices described on its billing invoice within sixty (60) calendar days after the date of said invoice, LACFCD is entitled to recover from CVWD interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest of seven (7) percent per annum.
- b. During construction of PROJECT, LACFCD shall furnish an inspector or other representative to perform the functions of an inspector. CVWD may also furnish, at no cost to LACFCD, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of LACFCD'S inspector to the contractor or any person in charge of construction shall prevail and be final.
- c. Within 30 days prior to April 15, 2014, CVWD and LACFCD will meet for an inspection of the CULVERT. If the CULVERT is in good repair, CVWD will accept CULVERT. If repair work is needed, LACFCD will undertake repair work it deems to be required, unless the need for repair was caused by the act or omission of CVWD, its facilities, equipment, agents or employees, in which case repair work will be performed by CVWD. CVWD will work in good faith with LACFCD to resolve any disputes regarding the condition of the

CULVERT. Within seven (7) calendar days of receiving LACFCD's notification of its completion of the repair work, CVWD will accept the CULVERT.

- d. In the event the CULVERT is damaged or destroyed by a natural disaster, act of war or terrorism prior to CVWD'S acceptance of CULVERT for permanent operation and maintenance as provided in paragraphs 2(i) and 4(c), LACFCD and CVWD will within thirty (30) calendar days of the event meet for an inspection of the CULVERT to determine the need for restoration or repair work and will work in good faith to amend this AGREEMENT as necessary to undertake and fund the needed repairs or restoration work of the CULVERT. In the event that State or Federal funding is involved in such repairs or replacement, LACFCD or CVWD agree to equally share the cost savings resulting from State or Federal funding.
- e. This AGREEMENT may be amended or modified only by mutual written consent of LACFCD and CVWD. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of LACFCD'S Chief Engineer and CVWD'S General Manager, as identified in paragraph 4(f), or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CVWD: Mr. Dennis Erdman
General Manager
Crescenta Valley Water District
2700 Foothill Boulevard
La Cresenta, CA 91214

LACFCD: Ms. Gail Farber
Chief Engineer
Los Angeles County Flood Control District
Department of Public Works
P.O. Box 1460
Alhambra, CA 91803-1460

- g. Neither the County of Los Angeles, the LACFCD nor their agents, officers, employees, volunteers, or elected officials (LACFCD Indemnitees) shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CVWD under or in connection with its ACCESS ROAD, or any work, authority, or jurisdiction delegated to or determined to be the responsibility of CVWD under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CVWD shall fully indemnify, defend, and hold LACFCD Indemnitees harmless from any liability imposed for injury (as defined by Government Code Section 810.8)

occurring by reason of any acts or omission on the part of CVWD under or in connection with its ACCESS ROAD or any work, authority, or jurisdiction delegated to or determined to be the responsibility of CVWD under this AGREEMENT.

- h. CVWD nor any agent, officer, employee, volunteers, or elected officials of CVWD (CVWD Indemnitees) shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of LACFCD under or in connection with the CULVERT work delegated to or determined to be the responsibility of LACFCD under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, LACFCD shall fully indemnify, defend, and hold CVWD Indemnitees harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of LACFCD under or in connection with the CULVERT work delegated to or determined to be the responsibility of LACFCD under this AGREEMENT.
- i. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- j. Upon April 15, 2014, LACFCD will have no further obligation or responsibility for inspection or maintenance of CULVERT or MITIGATION areas. The CULVERT will be owned by CVWD, and not LACFCD, upon its completion. LACFCD will have no obligation, ownership, or control of the ACCESS ROAD at any time by virtue of this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CVWD on _____, 20__, and by the LACFCD on _____, 20__.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

APPROVED AS TO FORM:

CRESCENTA VALLEY WATER
DISTRICT



By _____
Board Attorney

By _____
Board Chairman

P:\wrd\GENERAL\Facilities\Users\Miranda\Canyonside Culvert\Canyonside Agmt CVWD Nov 10 2010 Final.DOC



LEGEND

-  Culvert Pipe
-  Concrete Stone riprap

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

**Culvert Project on
Crescenta Valley Water District
Access Road in
Pickens Canyon**

THOMAS GUIDE PG. 504. H-5

SCALE AS SHOWN	PREPARED BY S.CHUNG	DATE 10/19/10
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Linda S. Adams
Agency Secretary

California Regional Water Quality Control Board

Los Angeles Region

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 Internet Address: <http://www.waterboards.ca.gov/losangeles>



Arnold Schwarzenegger
Governor

Ms. Pat Wood
Los Angeles County Department of Public Works
P O. Box 1460
Alhambra, CA 91803-1460

WATER QUALITY CERTIFICATION FOR PROPOSED CANYONSIDE ROAD CULVERT PROJECT (Corps' Project No. 2010-00831-MAS), LA CRESCENTA, LOS ANGELES COUNTY (File No. 10-126)

Dear Ms. Wood:

Board staff has reviewed your request on behalf of Los Angeles County Department of Public Works (Applicant) for a Clean Water Act Section 401 Water Quality Certification for the above-referenced project. Your application was deemed complete on September 21, 2010.

I hereby issue an order certifying that any discharge from the referenced project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003 - 0017 - DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges that have received State Water Quality Certification" which requires compliance with all conditions of this Water Quality Certification.

The Applicant shall be liable civilly for any violations of this Certification in accordance with the California Water Code. This Certification does not eliminate the Applicant's responsibility to comply with any other applicable laws, requirements and/or permits.

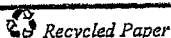
Should you have questions concerning this Certification action, please contact Valerie Carrillo, Lead, Section 401 Program, at (213) 576-6759.

Samuel Unger

Samuel Unger
Executive Officer

Oct. 1, 2010
Date

California Environmental Protection Agency



Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.

DISTRIBUTION LIST

Pat Wood
Los Angeles County Department of Public Works
P.O. Box 1460
Alhambra, CA 91803

Bill Orme (via electronic copy)
State Water Resources Control Board
Division of Water Quality
P.O. Box 944213
Sacramento, CA 94244-2130

Sarah Rains (via electronic copy)
California Department of Fish and Game
Streambed Alteration Team
4949 View Ridge Avenue
San Diego, CA 92123

Melanie Stalder (via electronic copy)
U.S. Army Corps of Engineers
Regulatory Branch, Los Angeles District
P.O. Box 532711
Los Angeles, CA 90053-2325

Eric Raffini (via electronic copy)
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105

Jim Bartel
U.S. Fish and Wildlife Service
6010 Hidden Valley Road
Carlsbad, CA 92009

ATTACHMENT A

Project Information File No. 10-126

1. Applicant: Los Angeles County Department of Public Works
P. O. Box 1460
Alhambra, CA 91803

2. Applicant's Agent: Pat Wood
Los Angeles County
Department of Public Works
P.O. Box 1460
Alhambra, CA 91803

Phone: (626) 458-6126 Fax: (626) 979-5436

3. Project Name: Canyonside Road Culvert

4. Project Location: La Crescenta, Los Angeles County

<u>Latitude</u>	<u>Longitude</u>
341454.00	1181334.67
341454.02	1181331.63
341453.63	1181331.80
341451.95	1181331.05
341447.80	1181332.01
341447.75	1181333.48
341450.80	1181333.49
341452.86	1181333.47

5. Type of Project: Construction of a culvert to redirect flows into Pickens Canyon Creek

6. Project Description: The proposed project is located within the burned area of the 2009 Station Fire. Many of the residences downstream of the proposed project area along Canyonside Road were threatened with mudflows during the Winter 2010 storms and were required to sandbag the front entrances to their homes. In addition, the Los Angeles Department of Public Works (LADPW) installed K-railing along the road to keep water and debris flows from flooding these homes.

ATTACHMENT A

Project Information File No. 10-126

The proposed project and diversion of storm flows will alleviate the threat of flooding to these downstream properties.

The project consists of constructing a 110-linear foot corrugated metal pipe culvert under the Crescenta Valley Water District access road. The pipe will be 72-inches in diameter and will re-direct flows into Pickens Canyon Creek. In addition, a steel debris barrier post at the culvert upstream end will be installed. The diversion of the flows will impact 0.19 acres of a drainage along the western side of the road, as flows will no longer follow that path. An additional 0.05 acres will be permanently impacted due to the installation of the culvert pipe and associated energy dissipation area as it outlets into Pickens Canyon.

- | | |
|---|---|
| 7. Federal Agency/Permit: | U.S. Army Corps of Engineers
Permit No. 2010-00831-MAS |
| 8. Other Required
Regulatory Approvals: | California Department of Fish and Game
Streambed Alteration Agreement |
| 9. California
Environmental Quality
Act Compliance: | The proposed project is Categorical Exempt from CEQA pursuant to the CEQA Guidelines, 15303. New Construction or Conversion of Small Structures |
| 10. Receiving Water: | Pickens Canyon Creek, Los Angeles River (Hydrologic Unit No. 405.24) |
| 11. Designated Beneficial
Uses: | MUN*, GWR, REC-1, REC-2, WARM, WILD

*Conditional beneficial use |
| 12. Impacted Waters of the
United States: | Non-wetland waters (streambed):

Culvert installation: 0.05 temporary and 0.05 permanent acres
Diversion and blocking of downstream drainage: 0.19 permanent acres |
| 13. Dredge Volume: | None |

ATTACHMENT A

Project Information File No. 10-126

14. Related Projects
Implemented/to be
Implemented by the
Applicant:

The Applicant has not identified any related projects carried out in the last 5 years or planned for implementation in the next 5 years.

15. Avoidance/
Minimization
Activities:

The Applicant has proposed to implement several Best Management Practices, including, but not limited to, the following:

- Work is anticipated to occur when no flows are present. Should flows be present, a Surface Water Diversion Plan shall be implemented.
- Equipment will not be stored in channel.
- Equipment shall be properly maintained and checked for any leaks.
- All applicable Best Management Practices should be implemented to ensure that pollutants, concrete and/or debris are not allowed to enter any water sources.

16. Proposed
Compensatory
Mitigation:

The Applicant has not proposed any compensatory mitigation.

17. Required
Compensatory
Mitigation:

The Regional Board will require the Applicant to provide compensatory mitigation for all permanent impacts associated with the proposed project. A total of 0.48 acres (2:1 ratio) will be required. Mitigation may consist of enhancement through exotic and/or invasive species removal in Pickens Canyon Creek.

See *Attachment B, Conditions of Certifications, Additional Conditions* for modifications and additions to the above proposed compensatory mitigation.

ATTACHMENT B

Conditions of Certification File No. 10-126

STANDARD CONDITIONS

Pursuant to §3860 of Title 23 of the California Code of Regulations (23 CCR), the following three standard conditions shall apply to this project:

1. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and Article 6 (commencing with 23 CCR §3867).
2. This Certification action is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to 23 CCR Subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. Certification is conditioned upon total payment of any fee required pursuant to 23 CCR Chapter 28 and owed by the Applicant.

ADDITIONAL CONDITIONS

Pursuant to 23 CCR §3859(a), the Applicant shall comply with the following additional conditions:

1. The Applicant shall submit to this Regional Board copies of any other final permits and agreements required for this project, including, but not limited to, the U.S. Army Corps of Engineers' (ACOE) Section 404 Permit and the California Department of Fish and Game's (CDFG) Streambed Alteration Agreement. **These documents shall be submitted prior to any discharge to waters of the State.**
2. The Applicant shall adhere to the most stringent conditions indicated with either this Certification, the CDFG's Streambed Alteration Agreement, or the ACOE Section 404 Permit.
3. The Applicant shall comply with all water quality objectives, prohibitions, and policies set forth in the *Water Quality Control Plan, Los Angeles Region (1994)*, as amended.
4. The Avoidance/Minimization activities proposed by the Applicant as described in Attachment A, No. 15, are incorporated as additional conditions herein.
5. The Applicant and all contractors employed by the Applicant shall have copies of this Certification, and all other regulatory approvals for this project on site at all times and shall be familiar with all conditions set forth.

ATTACHMENT B

Conditions of Certification

File No. 10-126

6. Fueling, lubrication, maintenance, operation, and storage of vehicles and equipment shall not result in a discharge or a threatened discharge to waters of the State. At no time shall the Applicant use any vehicle or equipment which leaks any substance that may impact water quality. Staging and storage areas for vehicles and equipment shall be located outside of waters of the State.
7. All excavation, construction, or maintenance activities shall follow best management practices to minimize impacts to water quality and beneficial uses. Dust control activities shall be conducted in such a manner that will not produce downstream runoff.
8. No construction material, spoils, debris, or any other substances associated with this project that may adversely impact water quality standards, shall be located in a manner which may result in a discharge or a threatened discharge to waters of the State. Designated spoil and waste areas shall be visually marked prior to any excavation and/or construction activity, and storage of the materials shall be confined to these areas.
9. All waste and/or dredged material removed shall be relocated to a legal point of disposal if applicable. A legal point of disposal is defined as one for which Waste Discharge Requirements have been established by a California Regional Water Quality Control Board, and is in full compliance therewith. Please contact the Land Disposal Unit, at the Regional Board for further information.
10. The Applicant shall implement all necessary control measures to prevent the degradation of water quality from the proposed project in order to maintain compliance with the Basin Plan. The discharge shall meet all effluent limitations and toxic and effluent standards established to comply with the applicable water quality standards and other appropriate requirements, including the provisions of Sections 301, 302, 303, 306, and 307 of the Clean Water Act. This Certification does not authorize the discharge by the applicant for any other activity than specifically described in the 404 Permit.
11. The discharge shall not: a) degrade surface water communities and populations including vertebrate, invertebrate, and plant species; b) promote the breeding of mosquitoes, gnats, black flies, midges, or other pests; c) alter the color, create visual contrast with the natural appearance, nor cause aesthetically undesirable discoloration of the receiving waters; d) cause formation of sludge deposits; or e) adversely affect any designated beneficial uses.
12. The Applicant shall allow the Regional Board and its authorized representative entry to the premises, including all mitigation sites, to inspect and undertake any activity to determine compliance with this Certification, or as otherwise authorized by the California Water Code.

ATTACHMENT B

Conditions of Certification

File No. 10-126

13. The Applicant shall not conduct any construction activities within waters of the State during a rainfall event. The Applicant shall maintain a **five-day (5-day) clear weather forecast** before conducting any operations within waters of the State.
14. The Applicant shall utilize the services of a qualified biologist with expertise in riparian assessments during any vegetation clearing activities. The biologist shall be available on site during construction activities to ensure that all protected areas are marked properly and ensure that no vegetation outside the specified areas is removed. The biologist shall have the authority to stop the work, as necessary, if instructions are not followed. The biologist shall be available upon request from this Regional Board for consultation within 24 hours of request of consultation.
15. Sufficient time should be allowed to obtain any such permits (generally 180 days). If groundwater is encountered without the benefit of appropriate permits, the Applicant shall cease all activities in the areas where groundwater is present, file a Report of Waste Discharge to this Regional Board, and obtain any necessary permits prior to discharging waste.
16. All project/maintenance activities not included in this Certification, and which may require a permit, must be reported to the Regional Board for appropriate permitting. Bank stabilization and grading, as well as any other ground disturbances, are subject to restoration and revegetation requirements, and may require additional Certification action.
17. All surface waters, including ponded waters, shall be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. If surface water diversions are anticipated, the Applicant shall develop and submit a **Surface Water Diversion Plan** (plan) to this Regional Board. The plan shall include the proposed method and duration of diversion activities, structure configuration, construction materials, equipment, erosion and sediment controls, and a map or drawing indicating the locations of diversion and discharge points. Contingency measures shall be a part of this plan to address various flow discharge rates. The plan shall be submitted prior to any surface water diversions. If surface flows are present, then upstream and downstream monitoring for the following shall be implemented:
 - pH
 - temperature
 - dissolved oxygen
 - turbidity
 - total suspended solids (TSS)

Analyses must be performed using approved US Environmental Protection Agency methods, where applicable. These constituents shall be measured at least once prior to diversion and then monitored for on a daily basis during the first week of diversion and/or dewatering activities, and then on a weekly basis, thereafter, until the in-stream work is complete.

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Conditions of Certification

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Results of the analyses shall be submitted to this Regional Board by the 15th day of each subsequent sampling month. A map or drawing indicating the locations of sampling points shall be included with each submittal. Diversion activities shall not result in the degradation of beneficial uses or exceedance of water quality objectives of the receiving waters. Downstream TSS shall be maintained at ambient levels. Where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 20%. Where natural turbidity is greater than 50 NTU, increases shall not exceed 10%. Any such violations may result in corrective and/or enforcement actions, including increased monitoring and sample collection.

18. The Applicant shall restore **all areas** of TEMPORARY IMPACTS to waters of the United States and all other areas of temporary disturbance which could result in a discharge or a threatened discharge to waters of the State. Restoration shall include grading of disturbed areas to pre-project contours and revegetation with native species. Restored areas shall be monitored and maintained with native species as necessary for five years. The Applicant shall implement all necessary Best Management Practices to control erosion and runoff from areas associated with this project.
19. The Applicant shall provide COMPENSATORY MITIGATION to offset the proposed permanent impacts to **0.24 acres** of vegetation within waters of the United States through enhancement of riparian habitat at a minimum **2:1** area replacement ratio (**0.48 acres**). The mitigation site shall be located within the watershed unless otherwise approved by this Regional Board. The Applicant shall submit a **Proposed Mitigation Report** which shall include:
 - (a) The boundary of the mitigation site shall be clearly identified on a map of suitable resolution and quality and shall also be defined by latitude and longitude.
 - (b) The type(s) of mitigation shall be described (e.g., removal of exotics and/or replanting with native species, etc.)
 - (c) Success criteria shall be established.

This information shall be submitted to this Regional Board for approval within 30 days of issuance of this certification and shall include copies of all agreements made between the Applicant and a third party organization regarding compensatory mitigation efforts.

20. The Applicant shall submit to this Regional Board **Annual Mitigation Monitoring Reports** (Annual Reports) by **January 1st** of each year for a minimum period of **five (5) years** until mitigation success has been achieved. The Annual Reports shall describe in detail all of the project/construction activities performed during the previous year and all restoration and mitigation efforts. At a minimum the Annual Reports shall include the following documentation:

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Conditions of Certification File No. 10-126

- (a) Color photo documentation of the pre- and post-project and mitigation site conditions;
 - (b) Geographical Positioning System (GPS) coordinates in decimal-degrees format outlining the boundary of the project and mitigation areas;
 - (c) The overall status of project including a detailed schedule of work;
 - (d) Copies of all permits revised as required in Additional Condition 1;
 - (e) Water quality monitoring results (as required) compiled in an easy to interpret format;
 - (f) A certified Statement of "no net loss" of wetlands associated with this project;
 - (g) Discussion of any monitoring activities and exotic plant control efforts; and
 - (h) A certified Statement from the permittee or his/her representative that all conditions of this Certification have been met.
21. All applications, reports, or information submitted to the Regional Board shall be signed:
- (a) For corporations, by a principal executive officer at least of the level of vice president or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which discharge originates.
 - (b) For a partnership, by a general partner.
 - (c) For a sole proprietorship, by the proprietor.
 - (d) For a municipal, State, or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.
22. Each and any report submitted in accordance with this Certification shall contain the following completed declaration:
- "I declare under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who managed the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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Conditions of Certification

File No. 10-126

Executed on the _____ day of _____ at _____.

(Signature)
(Title)

23. All communications regarding this project and submitted to this Regional Board shall identify the Project File Number **10-126**. Submittals shall be sent to the attention of the 401 Certification Unit.
24. Any modifications of the proposed project may require submittal of a new Clean Water Act Section 401 Water Quality Certification application and appropriate filing fee.
25. The project shall comply with the local regulations associated with the Regional Board's **Municipal Stormwater Permit** issued to Los Angeles County and co-permittees under NPDES No. CAS004001 and Waste Discharge Requirements Order No. 01-182. This includes the Standard Urban Storm Water Mitigation Plan (SUSMP) and all related implementing local ordinances and regulations for the control of stormwater pollution from new development and redevelopment. The project shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) **General Permit** for Storm Water Discharges Associated with Construction Activity, Order No. 2009-009-DWQ. All stormwater treatment systems shall be located outside of any water of the State and shall not be used as a wetland or riparian mitigation credit.
26. Coverage under this Certification may be transferred to the extent the underlying federal permit may legally be transferred and further provided that the Applicant notifies the Executive Officer at least 30 days before the proposed transfer date, and the notice includes a written agreement between the existing and new Applicants containing a specific date of coverage, responsibility for compliance with this Certification, and liability between them.
27. The Applicant or their agents shall report any noncompliance. Any such information shall be provided verbally to the Executive Officer within 24 hours from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five days of the time the Applicant becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. The Executive Officer, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

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28. *Enforcement:*

- (a) In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.
- (b) In response to a suspected violation of any condition of this Certification, the State Water Resources Control Board (SWRCB) or Regional Water Quality Control Board (RWQCB) may require the holder of any permit or license subject to this Certification to furnish, under penalty of perjury, any technical or monitoring reports the SWRCB deems appropriate, provided that the burden, including costs, of the reports shall be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
- (c) In response to any violation of the conditions of this Certification, the SWRCB or RWQCB may add to or modify the conditions of this Certification as appropriate to ensure compliance.

29. This Certification shall expire **five (5) years** from date of this Certification. The Applicant shall submit a complete application prior to termination of this Certification if renewal is requested.